

STATE OF INDIANA       )  
                                  )  
COUNTY OF MARION     ) SS:

IN THE MARION CIRCUIT COURT

AVC NO. 07-034

IN RE:                               )  
  )  
ELI RESEARCH, INC.,               )  
  )  
Respondent.                         )

**FILED**

(32) SEP 04 2007

**ASSURANCE OF VOLUNTARY COMPLIANCE**

*Charles A. White*  
CLERK OF THE MARION CIRCUIT COURT

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Justin G. Hazlett, and Respondent, Eli Research, Inc., enter into this Assurance of Voluntary Compliance (Assurance), pursuant to Indiana Code §24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law and upon consent of the parties.

The parties acknowledge and agree as follows:

1. Respondent Eli Research, Inc. is a North Carolina corporation engaged in the publication and marketing of industry-specific newsletters. Respondent maintains a principal place of business at 2222 Sedwick Road, Durham, North Carolina 27713-4446. Respondent conducts business through several divisions, affiliates, or subsidiaries, including Eli Education, Eli Financial, Eli Healthcare, Eli Journals, Medicine and Health, National Litigation Bureau, Travel Research Bureau, and The Coding Institute. Respondent solicits the sale of its publications to Indiana businesses.

2. The terms of this Assurance apply to and are binding upon Respondent and Respondent's affiliates, agents, employees, officers, owners, representatives, assigns, and successors.

3. Respondent acknowledges the jurisdiction of the Indiana Attorney General to investigate the matters hereinafter described and to enforce the terms of this Assurance, pursuant to the authority of Ind. Code §4-6-9-4 and Ind. Code §24-5-0.5-1 *et seq.*

4. Before submitting a bill or invoice, or anything that could reasonably be construed as a bill or invoice, to any person in Indiana, Respondent shall obtain from the person billed or invoiced the person's Express Affirmative Consent to be billed or charged for the goods or services offered.

a. Respondent's written marketing materials extending an offer shall contain an area for the person to indicate Express Affirmative Consent to the offer (such as a signature line, checkoff box, or sticker to select product desired).

b. For each subscription obtained via telemarketing, Respondent shall obtain a recorded confirmation:

i. consisting of the entire uninterrupted conversation between Respondent's agent and the agent or employee of the person billed or charged during which Respondent communicates that the person will be billed or charged and the agent or employee of the person billed or charged indicates his or her Express Affirmative Consent; and

ii. including the oral statement of the agent or employee of the person billed or charged affirmatively representing that the agent or employee has authority to bind the person billed or charged and does so bind the person.

For telemarketing calls consisting of separate solicitation and verification phases, the requirement of a recorded confirmation applies only to the verification phase.

c. Any statement eliciting an Indiana person's Express Affirmative Consent under paragraph 4 shall be conspicuous. To be conspicuous, the statement shall at least:

- i. clearly disclose the total amount the person will be billed;
- ii. clearly describe the subscription for which the person will be billed;
- iii. clearly state that if the person indicates Express Affirmative Consent, Respondent will bill the person for the subscription;
- iv. if written, be presented in such font, size, color, location, and contrast against the background in which it appears, compared to other matter with which it is presented, so that it is readily understandable, noticeable, and readable; and
- v. if oral, the disclosures of paragraphs 4.c.i, 4.c.ii, and 4.c.iii shall be distinct from all other accompanying statements or communications and shall immediately precede and succeed any invitation to accept Respondent's offer.

d. Respondent's disclosures shall also:

- i. describe the method by which an Indiana person may cancel the subscription, if the subscription is for a trial period; and
- ii. list a toll-free telephone number and web address contact information for Respondent.

e. Respondent shall retain written and recorded confirmations obtained pursuant to paragraph 4 for a period of two years from the dates Respondent receives Express Affirmative Consent.

f. For purposes of paragraph 4 and its sub-paragraphs, “Express Affirmative Consent” means that a person must perform some affirmative act clearly indicating acceptance to be billed or charged in immediate proximity to the Respondent’s disclosures, including disclosures made during telemarketing solicitations or by other means.

5. Respondent shall comply with Indiana Code §§24-5-19-1 through -11 in all transactions with commercial entities in Indiana, including:

a. permanently refraining from misrepresenting, by direct statement or by implication, that a person has ordered, received, or agreed to order or receive, any publication;

b. permanently refraining from misrepresenting, by direct statement or by implication, that a person has agreed to a trial subscription to any of Respondent’s publications or that Respondent has sent the person a copy of any publication as part of a trial or otherwise; and

c. permanently refraining from seeking payment for goods not yet ordered or services not yet performed by or for the person to whom the solicitation is directed.

6. Respondent shall cease and shall permanently refrain from sending any solicitation that does not fully comply with 39 United States Code §§3001 and 3005 and with the United States Postal Service’s Domestic Mail Manual §601.12.

7. Upon signing this Assurance, Respondent shall pay the amount of fifteen thousand dollars (\$15,000.00) to the Indiana Attorney General as civil penalties.

8. Upon signing this Assurance, Respondent shall pay to the Indiana Attorney General two thousand five hundred dollars (\$2,500.00) as costs of the Indiana Attorney General's investigation of this matter.

9. Respondent shall not represent that the Indiana Attorney General approves or endorses Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

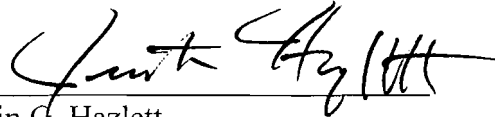
10. Respondent shall fully cooperate with the Indiana Attorney General in the resolution of any future written complaints the Consumer Protection Division receives against it.

11. Respondent is entering into this Assurance solely for purposes of settlement. Nothing contained in this Assurance may be taken as, or construed to be, an admission by Respondent, or as evidence supporting, or defending against, any allegations raised by the Indiana Attorney General in this proceeding.

12. The Indiana Attorney General shall file this Assurance with the Circuit Court of Marion County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

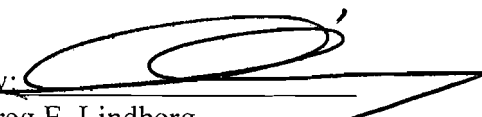
DATED this 24<sup>th</sup> day of August, 2007.

STATE OF INDIANA  
STEVE CARTER  
Attorney General of Indiana

By:   
Justin G. Hazlett  
Deputy Attorney General  
Attorney No. 22046-49  
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302 W. Washington Street, 5th Floor  
Indianapolis, IN 46204  
Telephone (317) 232-0167

RESPONDENT

Eli Research, Inc.

By:   
Greg E. Lindberg  
President  
2222 Sedwick Road  
Durham, NC 27713-4446

APPROVED this SEP 04 2007 day of 2007.

  
Judge, Marion Circuit Court